

Panaji, 24th April, 2014 (Vaisakha 4, 1936)

SERIES II No. 4

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Order

No. 8/15/2014-15/D.Agr/12

Read: 1) Order No. 8/78/2013-14/D.Agr/225 dated 08-08-2013.

2) Order No. 8/78/2013-14/D.Agr/226 dated 08-08-2013.

3) Order No. 8/78/2013-14/D.Agr/227 dated 08-08-2013.

Government is pleased to grant extension of ad hoc promotion to the following Group 'A' & 'B' Officers of this Directorate for a further period of six months or till regularization as mentioned against their names on the same terms and conditions as indicated in the above stated orders.

| Sr. No. | Name & Designation of the Officers | Date of Extension |
|---------|---|------------------------------|
| 1 | 2 | 3 |
| 1. | Shri Larry Barreto, Dy. Director of Agriculture | 08-02-2014 to 07-08-2014. |
| 2. | Shri Sanjeev Mayekar, Assistant Director of Agriculture | 08-02-2014 to 07-08-2014. |
| 3. | Shri Shiwanand Wagle, Assistant Director of Agriculture | 08-02-2014 to 07-08-2014. |
| 4. | Shri Audhut Sawant, Agriculture Officer | 08-02-2014 to 07-08-2014. |
| 5. | Shri Raghunath Joshi, Agriculture Officer | 08-02-2014 to 07-08-2014. |
| 6. | Shri Naguesh Komarpant, Agriculture Officer | 08-02-2014 to 07-08-2014. |
| 7. | Shri Raghunath Morajkar, Agriculture Officer | 08-02-2014 to 07-08-2014. |

| 1 | 2 | 3 |
|----|---|------------------------------|
| 8. | Shri Satyawar K. Dessai, Agriculture Officer | 08-02-2014 to 07-08-2014. |

By order and in the name of the Governor
of Goa.

P. Tufani, Director & ex officio Joint Secretary
(Agriculture).

Tonca, Caranzalem, 17th April, 2014.



Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 48-8-2001-TS-RCS/III/101

In exercise of the powers conferred on me under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003, I, J. B. Bhingui, Registrar of Co-operative Societies, Goa hereby appoint Adv., as Registrar's Nominee for deciding the disputes arising in any of the Co-operative Societies referred to him/her by the Registrar of Co-operative Societies, Panaji or Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, Ponda Zone, Ponda, South Zone, Margao, North Zone, Mapusa, Quepem Zone, Quepem Election Cell, North Goa District, Panaji, Election Cell, South Goa District, Margao, The Asstt. Registrar of Co-op. Societies, Arbitration & Execution (North), Panaji-Goa and The Asstt. Registrar of Co-op. Societies, Arbitration & Execution (South), Margao-Goa, as the case may be for the period from 01-04-2014 to 31-03-2015.

The R's Nominee so appointed shall refrain himself/herself from representing before the above mentioned authorised authorities as a legal

practitioner of a party to the dispute under the provisions of Goa Co-operative Societies Act, 2001.

J. B. Bhingui, Registrar of Co-op. Societies.

Panaji, 10th April, 2014.

To,

She/He is advised to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidelines of the subordinate Courts keeping in view the provisions of the Goa Co-operative Societies Rules, 2003. It should be ensured that the judgement should be pronounced within a period of 3 months from the date of conclusion of the final arguments and the order shall not be delayed beyond a period of 2 months from the date of pronouncement of judgement in accordance with the judgement given by Hon'ble High Court under the Writ Petition No. 281 of 2006 dated 24-08-2006.

| Sr. No. | Name | Address |
|---------|---|--|
| 1 | 2 | 3 |
| 1. | Adv. Mukund V. Pai Off-2437086 M-9822585929 | S-4, Patto Centre, 2nd Floor, Patto Centre Building, Panaji-Goa. |
| 2. | Adv. A. A. Jog | 101, Chandra Sadan, Near Hotel Neptune, Panaji-Goa, 403 001. |
| 3. | Adv. Ghanashyam Pai M-9371558383 | A-1, F-12, 1st Floor, Jairam Kurtarkar Complex, Neuginagar, Panaji-Goa. |
| 4. | Adv. Satyawar Gunlo Palkar | Advocate & Notary, Gokhale Building, Upper Bazar, Ponda-Goa 403 401. |
| 5. | Adv. Prashant Agarwal M-9822106075 | 106, 1st Floor, Shiv Towers, Patto Plaza, Panaji-Goa 403 001. |
| 6. | Adv. Uday Chodnekhar R-2752282 M-9822167134 | Apana Bazar, 2nd Floor, Building D, S-9, Margao. |
| 7. | Adv. M. N. Bhartiya 2416166 M-9226770727 | 406/144, PDA Colony, Alto-Porvorim, Bardez-Goa 403 521. |

| 1 | 2 | 3 |
|-----|---|--|
| 8. | Adv. Rajesh Narvekar 2250055/2250066 | Narvekar Chambers, Near Central Bank, Mapusa-Goa. |
| 9. | Adv. S. V. Talaulikar 2518188 | 9, Karma Paes Avenue, 2nd Floor, Opp. Civil & Criminal Court, Vasco-da-Gama, Goa. |
| 10. | Adv. Yeshwant V. Gauns 2374939/9423055770 | H. No. 121-A, Ward No. 5, Nanus Road, Valpoi, Satari-Goa. |
| 11. | Adv. N. P. Gaunekar | H. No. 497, St. Fransisco Ward, Goa Velha, Tiswadi-Goa. |
| 12. | Adv. B. S. Gaunkar | 850/A, Parvati Niwas, Journalist Colony, Alto-Betim, Bardez-Goa. |
| 13. | Adv. Mrs. Reena D. Naik Rasaikar 9823696514 | Flat No. 5, 3rd Floor, Prasheel Co-op. Housing Society, Behind Canara Bank, Ponda-Goa. |
| 14. | Adv. Kishore L. Bhagat Off-2288013 M-9881313831 | Ameya Shopping Complex, Near K.T.C. Bus Stand, Marcel-Goa 403 107. |
| 15. | Adv. Suhas K. Kundaikar 9923082179 (R) 2314751 | Gurudas Baba Nivas, Opp. Maruti Mandir, Warkhande, Ponda-Goa. 403 401. |
| 16. | Adv. Arun Anant Naik 9371196126 | 1st Floor, Misquita House, Near La Capitol Hotel, Panaji-Goa. |
| 17. | Adv. Vallabh Falari Ph-08322362952/ /9422018589 | Antil Peth, F-10, Paul Tower, Near Petrol Pump, Bicholim-Goa. |
| 18. | Adv. Rajkumar Naik Ph-9423819813/ /9890 | Shop No. 54, 2nd Floor, Apna Bazar Bldg., Vasco-da-Gama. |
| 19. | Adv. Shilpa V. Shirgaokar | Om Sai Apartment, 2nd Floor, Near Ravindra Bhavan, Sakhali, Goa. |
| 20. | Adv. Amol Thali 9822179135 | 302, 3rd Floor, Vagle Vision, 18th June Road, Panaji-Goa. |
| 21. | Adv. Arun A. Sinai Talaulikar 2451929 (R) 9890219015 | F-2, Anusuya Apts., Near Sateri Temple, Amaral, Taleigao-Goa. |

| 1 | 2 | 3 |
|-----|---|---|
| 22. | Adv. Harsha Naik O-2421225 9552876578 | Prema Building, 1st Floor, Near Mary Immaculate School, Panaji-Goa. |
| 23. | Adv. Bhagwan D. Shirodkar 9822133302 | Office No. 24, Mapusa Trade Centre, Above Royal Foods, Opp. Sub- -Registrar Bldg., Morod, Mapusa-Goa. |
| 24. | Adv. Kavita P. Karekar 2262943 9923196904 | R/o H. No. 83A, Ward, No. 6, Altinho, Mapusa, Bardez-Goa. |
| 25. | Adv. Swati Kalidas Karekar | C/o Mahesh Tari, Flat No. 3, Bldg. A, Shivram Apartment, Shanti- nagar, Ponda-Goa. |
| 26. | Mrs. Sushma T. Mandrekar alias Sushma Harish Chodankar 9272313749 | H. No. 713/33, Ardha- wada, Maem, Bicholim-Goa. |

◆◆◆

Department of Labour

—

Notification

No. 28/1/2013-Lab/743

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 05-09-2013 in reference No. LC-II/IT/05/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 4th November, 2013.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case No. Ref. LC-II/IT/05/10

Ms. Sufala Naik,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Appts.,
Tisk, Ponda-Goa.Workman/Party I

V/s

M/s. Selvel Publicity & Consultants Pvt. Ltd.,
Patto Plaza,
Panaji-Goa. Employer/Party II
Workman/Party I represented by Shri P. Gaonkar.
Employer/Party II represented by Adv. Shri M.
Amonkar.

Panaji: Dated 5-9-2013

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by order dated 09-11-2006 bearing No. 28/15/2006-LAB/896 referred the following dispute for adjudication by the Industrial Tribunal of Goa at Panaji-Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji-Goa in turn assigned the present reference for its adjudication to this Labour Court-II, Panaji-Goa vide its order dated 16-07-2010.

SCHEDULE

"(1) Whether the action of the Management of M/s Selvel Publicity and Consultants Pvt. Ltd., Patto Plaza, Panaji-Goa in transferring Ms. Sufala Naik, Clerk, from Goa to Cochin vide its order dated 05-01-2009 is malafide?

(2) If the answer to the above issue in the affirmative, then what relief the workperson is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/05/10 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party I (for short 'Workman') filed her Statement of Claim on 24-09-2010 at Exb. 3. The facts of the case in brief as pleaded by the workman are that he was appointed by the Employer/Party II (for short "Employer") as a 'Typist' on probation w.e.f. 01-06-1996. She stated that she was confirmed in service as 'Computer/Record Officer' on 01-01-1998. She stated that on 05-05-2018, Mr. Nitin A. Kshirsagar, the General Manager of the Employer had sent a facsimile message to Mr. Ramesh Naik, the Branch Manager of the Employer. She stated that in the said message Mr. Nitin A. Kshirsagar alleged that all the staff members and in particular she was inefficient. She stated that he also alleged that she was total incompetent in all the work and told the Branch Manager, Mr. Ramesh Naik to take new people in her place. She stated that on 02-01-2008, Mr. Ramesh Naik sent a facsimile

message to Ms. Anita Chalke at the Mumbai Office of the Employer. She stated that the said facsimile message was her leave application with necessary documents. She stated that the said message had been returned on 10-12-2008 with a direction to Mr. Ramesh Naik, to transfer her to Cochin w.e.f. 01-01-2009 due to exigency of work. She stated that on 05-01-2009, Mr. Nitin A. Kshirsagar, the General Manager of the Employer addressed a letter to her informing that her services has been transferred to their Cochin office due to exigency of work w. e. f. 01-02-2009 and that she should report to the Mumbai Head Office immediately. She stated that she wrote a letter to the Managing Director of the Employer, Mr. S. K. Nicholson informing that her salary for the month of December, 2008 has not been released by the Branch Manager vide her letter dated 12-01-2009. She stated that on 19-01-2009, she wrote another letter to Mr. K. S. Nicholson stating that her transfer to Cochin as well as withholding her salary was malafide, with intention to illegally terminate her service. She also alleged that she has an old mother aged above 82 years. She stated that her mother was bedridden and was under Doctor's care. She stated that she being the sole daughter, she had to take care of her mother. She therefore requested the Employer to allow her to continue her service in Goa. She stated that she received another letter dated 27-01-2009 from the Employer reiterating that she should join at Cochin w. e. f. 01-2-2009. She stated that on 28-01-2009, the Gomantak Mazdoor Sangh wrote a letter to the Dy. Labour Commissioner Goa, requesting to intervene in the matter of her illegal transfer by representing her. She stated that the Asst. Labour Commissioner, Panaji-Goa, admitted the matter in conciliation, but ended in failure.

3. She submitted that the transfer order issued to her is malafide, illegal and unjustified as the transfer was merely a device to terminate her services. She submitted that the transfer order issued to her is colorable exercise of power by the Employer to do her away as the Employer consider her to be incompetent for the duties so performed. She submitted that the appointment letter issued to her suggest that she was appointed to perform the duties at Goa office of the Employer. She submitted that transferring her services to a far off place like Cochin amounts to change in her service conditions. She submitted that the said transfer order issued to her by incompetent authority and as such it is violative of law, arbitrary and unjustified. She submitted that the Employer failed to take into consideration her old mother's illness

at the time of issuing transfer order. She submitted that the employer did not consider that her transfer at Cochin would have serious financial implications on her entire family. She submitted that her job would have been carried out by any of the local employee at the Cochin Office.

4. She submitted that since after the refusal of employment to her by the Employer, she is unemployed and could not succeed in getting any employment. She submitted that before refusal of employment to her, the Employer has not issued any charge-sheet nor conducted any inquiry, thus failed to comply the principles of natural justice. She submitted that before refusal of employment to her, neither she was paid offered any notice pay and/or retrenchment compensation, thus the Employer has violated the Section 25-F of the Industrial Disputes Act, 1947. The workman therefore prayed for a declaration that the action of the Employer in transferring her services is malafide, illegal and unjustified. The Workman also prayed that the action of the Employer in refusing her employment at Goa office by transferring her at Cochin be declared as illegal, unjustified and malafide and direct the Employer to reinstate her in their services with full back wages and continuity in service.

5. The Employer objected the claim of the workman by filing its written statement on 08-11-2010 at Exb. 8. The Employer submitted that the dispute raised by the Gomantak Mazdoor Sangh on behalf of the workman is not maintainable as she is not the member of the Gomantak Mazdoor Sangh and as such the said union has no right to represent her. The Employer submitted that the workman has abandoned their services and therefore the workman is not entitled to any relief. The Employer stated that it has 13 branches all over India. The Employer submitted that in terms of service conditions acceptable to both the parties, it has right to transfer its employees including the workman from one branch to another branch any where in India on account of exigencies.

6. The Employer stated that on account of exigencies, the services of the Workman were required at its Cochin office and as such she was transferred to Cochin. The Employer stated that the services of the Workman were transferable. The Employer stated that the Workman has signed an undertaking, thereby accepting the right of the Employer to transfer her to any of its branch in India. The Employer however, admitted that the Workman was initially appointed by them as Typist on probation w. e. f. 01-06-1996. The Employer

admitted that the workman was transferred to Cochin as her services were required urgently in Cochin. The Employer submitted that despite of direction by them, the Workman did not join the service at Cochin, they once again by its letter dated 27-01-2009 brought to her notice the said fact and she was again requested to join the services at Cochin immediately. The Employer stated that the Workman however refused to join the services at Cochin. The Employer admitted that the Workman wrote a letter dated 12-01-2009 to them, however it has nothing to do with her transfer. The Employer stated that on account of financial problem, the salary of the Workman for the month of December, 2009 was not released in time. The Employer further admitted that it has received a letter of the Workman dated 19-01-2009, giving all sorts of excuses to avoid transfer to Cochin and putting them in great difficulties. The Employer denied that the transfer of the Workman to Cochin is malafide, illegal and unjustified and that it was merely a device to get rid of the Workman. The Employer submitted that if the Workman was not competent, then she would have not been considered for transfer to Cochin at all. The Employer denied that the transfer order of the Workman is colorable exercise of their power. The Employer submitted that the workman did not deliberately mention about her service conditions. The Employer submitted that the said transfer order issued to the Workman has been signed by the competent person. The Employer submitted it is their prerogatives to decide which employee is best suited to its branch. The Employer submitted that the Workman was not just clerk nor her duties were just clerical, but she was working as office administration Executive w.e.f. 01-04-2005. The Employer submitted that its official language is English and the Workman was doing her duties in English language only. The Employer denied that the Workman is unemployed at present. The Employer submitted that the Workman has abandoned her services and therefore it is clear that she is not in need of job. The Employer submitted that the question of issuing the charge-sheet or conducting an inquiry does not arise as they have not refused employment to the Workman. The Employer further submitted that the question of violation of principles of natural justice as well as violation of Section 25-F of the I. D. Act, 1947 does not arise. The Employer submitted that since the Workman has abandoned the services, the question of payment of notice pay and or retrenchment compensation does not arise at all.

The Employer submitted that the Workman is not entitled to reinstatement with full back wages and continuity in services and prayed for dismissal of the claim of the workman with cost.

7. Thereafter the Workman filed her rejoinder on 22-11-2011 at Exb. 10. The Workman by way of her rejoinder denied each and every statement, averments and submissions made by the Employer in its written statements which are contrary and inconsistent to the statements, averments and submission made in her statement of claim and reiterates her case as pleaded in her statement of claim. The workman stated that upon the receipt of the letter dated 05-01-2009 by which her services were transferred, she responded to the same by her letter dated 12-01-2009. She submitted that the transfer was to be effective from 01-02-2009 and prior to that she had raised a dispute pertaining to her transfer before the Assistant Labour Commissioner. She submitted that the matter was in conciliation. Therefore the question of abandonment does not arise.

8. Based on the pleadings filed by the respective parties hereinabove, this court framed the following issues on 14-12-2010 at Exb. 11.

1. Whether the Party I prove that the action of the Employer/Party II in transferring her services to the branch office at Cochin is malafide, illegal and unjustified?
2. Whether the Employer/Party II prove that the present dispute raised by the Gomantak Mazdoor Sangh is not maintainable?
3. Whether the Party I prove that the transfer of her service to Cochin branch of the Party II amounts to victimization?
4. Whether the Party II proves that Workman has abandoned her services?
5. Whether the Party I/Workman is entitled to any relief?
6. What order? What award?

9. My findings to the aforesaid issues are as under:

1. Issue No. 1: In the affirmative.
2. Issue No. 2: In the negative.
3. Issue No. 3: In the affirmative.
4. Issue No. 4: In the negative.
5. Issue No. 5: and 6 As per final order.

REASONS

10. Issue No. 2: I am deciding the issue No. 2 first, prior to the issue No.1 as the said issue No. 2 goes to the very root jurisdiction of this Court.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the union. Ld. Advocate Shri M. Amonkar appearing for the Employer chose to file synopsis of written arguments on behalf of the Employer.

11. Ld. Rep. Shri P. Gaonkar, representing the union during the course of his oral arguments submitted that the present dispute pertaining to the illegal transfer of the workman from Goa to Cochin office of the Employer has been raised by the Gomantak Mazdoor Sangh. He submitted that the Workman is the member of the Gomantak Mazdoor Sangh which is a registered union under the Trade Union Act and as such the said union has every right to espouse the cause of illegal transfer of the Workman from Goa to Cochin.

12. On the contrary, Ld. Adv. Shri M. Amonkar in his synopsis of written arguments filed on behalf of the Employer submitted that the Workman was working for the Employer and during the said period, she was never a member of Gomantak Mazdoor Sangh and as such the dispute raised by the said union is not maintainable-in-law.

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Employer. I have also carefully considered the various oral submissions made by Ld. Rep. Shri. P. Gaonkar for the Workman as well as written submissions made by Ld. Adv. Shri M. Amonkar, appearing for the Employer.

13. In order to prove their case, the Employer Company has examined Shri Ramesh Naik, its Branch Manager as their sole witness. The said witness of the Employer in his affidavit-in-evidence deposed that the Workman was not the member of the Gomantak Mazdoor Sangh at the time when she was in the employment of the Employer Company. On the contrary the workman in her oral evidence on record stated that she is a member of the Gomantak Mazdoor Sangh who is representing her interest with due authority in the present reference. The Workman however in her cross-examination deposed that when she was in employment of the Employer, she was not the member of any union including the Gomantak Mazdoor Sangh. She further deposed that she joined the Gomantak Mazdoor Sangh union after her transfer by the Employer. The aforesaid oral evidence of the Workman has not been denied by the Employer during the course of her cross-examination or at any point of time. Thus the aforesaid oral evidence on record clearly proves that the Workman is the member of the Gomantak Mazdoor Sangh union after her transfer to Cochin

by the Employer and as such the said union has every right to espouse the cause of alleged illegal transfer at Cochin. Hence it is held that the Employer failed to prove that the Workman is not the member of the Gomantak Mazdoor Sangh and as such their allegation that the said union has no right to represent the Workman cannot be sustained. The issue No. 2 is therefore answered in the negative.

14. *Issues No.1 and 3*: I am deciding issue No. 1 and 3 simultaneously as both the said issues No. 1 and 3 are co-related to each other.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the union. Ld. Advocate Shri M. Amonkar appearing for the Employer chose to file synopsis of written arguments on behalf of the Employer.

15. Ld. Rep. Shri P. Gaonkar, representing the union during the course of his oral arguments submitted that the service of the Workman has been transferred by the Employer from its Goa office to Cochin office allegedly on account of exigencies of work. He submitted that the Employer Company has however not shown any exigency of work. He submitted that the letter of the Employer Company dated 05-03-2008 from its Mumbai office to the Branch Manager at Goa office on record indicates that the Workman is totally incompetent in her work and therefore her services be replaced by appointing some qualified and responsible new staff. He submitted that the transfer of the Workman from Goa to Cochin of the Employer is therefore a colourable exercise of power to terminate the services of the Workman. He therefore submitted that the transfer of the Workman from Goa to Cochin office is tainted with malafide. He submitted that the salary of the Workman for the month of December, 2008 and January, 2009 was illegally withheld. She was neither paid nor offered any travelling allowance, transportation and luggage charges etc. to move from Goa to Cochin. He therefore submitted that the transfer order issued to the Workman amounts to victimization. He submitted that the said transfer order is also illegal and unjustified. In support of his contentions, he relied upon the following judgments of various High Courts.

- a. In the case of *Shrinivasan C. N. v/s Bharat Heavy Electricals Ltd.* and Ors reported in 2000-III LLJ 1592, of Hon'ble High Court of Andhra Pradesh.
- b. In the case of *Ansal Properties and Industries Ltd. v/s. P. O., Industrial Tribunal-cum-Labour Court I, Gurgaon and Anr.*, reported in 2012 LLR 1146, the Hon'ble High Court of Punjab & Haryana.

- c. In the case of Birendra Kumar Singh v/s Union of India and Ors., reported in 2002 LLR 1196, the Hon'ble Calcutta High Court.
- d. In the case of Management of Holy Faith International Pvt. Ltd., Chennai v/s P. O., 1st Addl. Labour Court, Chennai, reported in 2009 LLR 673, the Hon'ble High Court of Madras.
- e. In the case of Mashooq Ahmad v/s Manager (P&I) Bharat Pumps and Compressors Ltd., Allahabad, reported in 2000 LLR 755, the Hon'ble High Court of Allahabad.

16. On the contrary, Ld. Adv. Shri P. Amonkar, representing the Employer, in his synopsis of written arguments submitted that on account of exigencies of work, the services of the Workman were required at its Cochin office and therefore she was transferred to Cochin. He submitted that the services of the workman were transferable. He submitted that the sickness of the mother of the workman is not a ground to revoke her transfer. He submitted that it is settled proposition of law that the transfer is an incidence of service and unless it is shown that an order of transfer is passed contrary to the provisions of the statutory rules or settlement, the same cannot be and should not be interfered and relied upon a decision of Hon'ble Supreme Court of India in the case of **Sri Abani Kanta Ray v/s State of Orissa, reported in 1996 AIR SCW 797.**

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Employer. I have also carefully considered the various oral submissions advanced by Ld. Rep. Shri P. Gaonkar appearing for the Workman as well as synopsis of written arguments filed by Ld. Adv. Shri M. Amonkar appearing for the Employer.

17. In the case of **Shrinivasan C. N. v/s Bharat Heavy Electricals Ltd. and Ors reported in 2000 -III LLJ 1592**, before the Hon'ble High Court of Andhra Pradesh the petitioner challenged his transfer order mainly on the ground of malafides. The Hon'ble Single Judge by its order under appeal declined to interfere with the same, holding that the Appellant could not conclusively prove malafides. In writ petition filed before division bench, the Hon'ble high court has held that "*the standard of proof to establish mala fides (in the employer's order of transfer challenged) in a Writ application was not proof to the hilt, but at the same time, there must be a clear proof of the facts pleaded in support of the plea of mala fides. Further, the proved facts must be such that an inference of bad faith or mala fides is inescapable*". The principle laid down by the Hon'ble High Court is well recognized.

It is settled proposition of law that a transfer is an incidence of service and is not to be inferred with by the courts unless it is shown that the transfer is arbitrary or vitiated by malafide or infraction of any professed norms or principle governing the transfer.

18. In the case in hand, the Workman was appointed by the Employer Company by issuing her letter of appointment which is on record at Exb. W/1 and confirmed in service vide its letter dated 01-01-1998 at Exb. W/2. In terms of clause 7 of the confirmation letter dated 01-01-1998 (Exb. W/2) issued to the Workman, her services are liable to be transferred to any other branch of the Employer Company due to exigencies on temporary or permanent basis as per the management's requirement. Thus the contention of the Workman that her services are not transferable is incorrect.

19. Admittedly the services of the Workman were transferred by the Employer Company vide its letter dated 05-01-2009 (Exb. W/3) from Goa branch to its Cochin office allegedly on account of exigencies of work. The Workman challenged her transfer from Goa to Cochin office of the Employer mainly on the ground that it is malafide, illegal and unjustified as the transfer was merely a device to get rid of her as the General Manager Mr. Nitin A. Kshirsagar was not happy with her work and considered her incompetent for the job. The workman pleaded that the transfer order is a colourable exercise of power by the Employer to do away with her and that it amounts to victimization.

20. In order to prove her case, the Workman has produced on record a copy of said facsimile message sent to Goa office from Mumbai Head Office of the Employer which is on record at Exb. 38 (cross) in support of her oral evidence. The Branch Manager and sole witness of the Employer, during the course of his cross-examination admitted that the aforesaid facsimile message was sent by Mr. Nitin Kshirsagar, the General Manager of the Employer from its Head Office at Bombay. He also admits that Mr. Nitin Kshirsagar was in Goa during the period starting from 02-05-2008 to 04-05-2008. After his visit to Goa on 05-05-2008, Mr. Nitin Kshirsagar had sent him a facsimile message at Exb. 38 colly. On careful perusal of the facsimile message dated 05-05-2008 on record at Exb.38 (cross), it reveals that Mr. Nitin Kshirsagar, the General Manager of the Employer Company has stated that during his visit to Goa from 02-05-2008 to 04-05-2008, he observed that all the staff members, more particularly Workman are totally incompetent in all the work. Mr. Nitin Kshirsagar, the General Manager of the Employer

therefore directed the Branch Manager at Panaji-Goa to take qualified and responsible new people in the branch and also in place of the Workman immediately. The aforesaid facsimile message on record clearly shows the intention of the Employer Company in transferring the services of the Workman from Goa to its Cochin office. The Employer Company alleged that the transfer of the Workman from Goa to its Cochin office was on account of exigencies of work. The Employer Company has however failed to prove the same by leading any cogent evidence. The evidence on record indicates that the salary of the Workman for the month of December, 2008 as well as January, 2009 was not released in time. The justification given by the Employer for withholding the salary of the Workman for the month of December 2008 and January 2009 as financial problem does not appear to be sound and genuine as it appears far fetched that the salary of a single Workman i.e. the Party I could not be paid on account of financial difficulties whilst other Workmen were paid. Neither the Workman was provided accommodation nor offered/ /paid transfer allowance, transfer grant or fare charges etc. while transferring her service from Goa to Cochin, which would enable her to meet the expenses relating to the shifting of her luggage and household effect to the new place of transfer. To expect the Workman to move to a new location without paying the salary of the previous months is unreasonable. In the circumstances, it appears that the workman would have to bear the expenses on account of her transfer to Cochin. Further to expect the Workman to bear the financial burden arising out of the unilateral decision of the management to transfer her to another location would amount to imposing an unfair financial burden/penalty. Having examined the entire circumstances of the case, I have also noticed that the Employer has not cited any exigencies of pressing urgency to transfer the Workman. It is therefore held that the transfer of the workman from Goa to Cochin is a colourable exercise of power by the Employer. The said transfer is tainted with malafide. Thus I am inclined to hold that transfer of the workman from Goa to Cochin is not only tainted with malafide, but also illegal and unjustified. The issue No. 1 is therefore answered in the affirmative.

21. In the case of **Sri Abani Kanta Ray v/s State of Orissa, reported in 1996 AIR SEW 797**, before the Hon'ble Supreme Court of India, the transfer order was quashed by the Div. Bench of the Tribunal and strong adverse comments were made against the Appellant. The special leave petition was filed by the Appellant/Petitioner to expunge certain

remarks made against him in order dated 26-08-1993 by the Div. Bench of the Tribunal. The Hon'ble Apex Court in its judgment observed that the transfer is an incidence of service and unless it is shown that an order of transfer is passed contrary to the provisions of the statutory rule or settlement, the same cannot and should not be interfered. The Hon'ble Apex Court further held that no employee/workman can claim to remain in a particular place or in a particular post unless; of course his appointment itself is to a specified non-transferable post. The facts of the aforesaid case before the Hon'ble Supreme Court are totally different and distinguishable from the case in hand. Hence the principle laid down by the Hon'ble Apex court in its aforesaid judgment is not applicable.

22. In the case of **Birendra Kumar Singh v/s Union of India and Ors., reported in 2002 LLR 1196**, before the Hon'ble High Court of Calcutta, the Petitioner had challenged his order of transfer dated 06-12-2001 on the grounds of malafide. The Respondent contended that the order of transfer was issued due to administrative exigency. The Hon'ble Court has held that *"transferring of an employee from one place to another is prerogative of the Employer, but it should not be actuated with malafide. When the transfer of an employee is challenged by an employee, the Court can pierce the veil to discover whether the transfer is bonafide or not. The Hon'ble High Court further held that the order of transfer was not oriented by any administrative exigency or reason. The affidavit-in-evidence of the opposition has not satisfactorily explained any such reasons for which such order of transfer was issued and therefore the impugned order of transfer dated 06-12-2001 cannot be sustained and liable to be quashed"*. The principle laid down by the Hon'ble High Court is well recognized.

23. In the case of **Management of Holy Faith International Pvt. Ltd., Chennai v/s P.O., 1st Addl. Labour Court, Chennai, reported in 2009 LLR 673**, the Hon'ble High Court of Madras has held that transfer of a Workman from a far off place, not being conversant with the language that too when he was discharging duties of clerical, manual nature and occasionally for sales promotion and also there was no such condition to that effect is liable to be quashed. The principle laid down by the Hon'ble High Court is applicable to the case in hand.

24. In the case of **Mashooq Ahmad v/s Manager (P&I) Bharat Pumps and Compressors Ltd., Allahabad, reported in 2000 LLR 755**, the Hon'ble High Court of Allahabad has held that the transfer of class III or class IV employees of a public sector

undertaking from a middle size town like Allahabad to a far away big city like Bombay is arbitrary as it fails to take into consideration that the fact that such an employee cannot in these hard days of inflation survive in such a far away big city. The living expenses in the big cities are very high, and for class III or Class IV employees it is very difficult to survive there. This court cannot function in an ivory tower divorced from economic realities prevailing in the country, but must take a practical, common sense view. The Hon'ble High Court further held that the fact that the petitioner who lives in Allahabad has been transferred to Bombay supports the version of the petitioner that the real purpose of his transfer was because he refused to opt for the voluntary transfer scheme, and thus it was an indirect method to get rid of him. This is clearly malafide. The principle laid down by the Hon'ble High Court is also applicable to the case in hand.

25. The Workman in her oral evidence on record stated that the Employer with a aim of pressurizing and victimizing withheld her salary for the month of December, 2008 and January, 2009. She stated that she received a courier from the Mumbai Head Office on 31-12-2008 which contained the details of all the salaries to be paid to the employees at Goa office. She stated that her name was also appearing in the said letter dated 31-12-2008 and it was also mentioned that her salary was to be held back. She also stated that the Employer deliberately transferred her services to Cochin with malafide intentions. She stated that her transfer at Cochin was malafide in order to get rid of her as Mr. Nitin Kshirsagar had a personal bias against her for reason best known to him. The aforesaid oral evidence on record clearly proves the victimization of the Workman by the Employer. Hence it is held that the transfer of services of the Workman at Cochin branch of the Employer amounts to victimization. The issue No. 3 is therefore answered in the affirmative.

26. *Issue No. 4:* I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the union. Ld. Advocate Shri M. Amonkar appearing for the Employer chose to file synopsis of written arguments on behalf of the Employer. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Employer.

I have also carefully considered the various oral submissions made by Ld. Rep. Shri P. Gaonkar appearing for the workman as well as written submissions Ld. Adv. Shri M. Amonkar for the Employer.

27. In the case of **Ansal Properties and Industries Ltd. v/s PO., Industrial Tribunal-cum-Labour Court I, Gurgaon and Anr. reported in 2012 LLR 1146**, before the Hon'ble High Court of Punjab and Haryana, the Respondent No. 2 challenged his transfer from Gurgaon to new project of the Employer at Worli (Mumbai) in a reference. The Industrial Tribunal-cum-Labour Court I, Gurgaon, held that the Respondent No. 2 was entitled to reinstatement with continuity in service, and without back wages. The Petitioner challenged the Award of the Tribunal before the Punjab and Haryana High Court by filing Writ Petition. While dismissing the Writ Petition, the Hon'ble High Court has observed that the facts of the case in totality established that the management in the present case had used devices somehow to dispense with the services of the Respondent No. 2. The Court can always lift the veil and see the circumstances behind it. The Hon'ble High Court further held that non-compliance of illegal transfer order cannot be construed as abandonment of job by the Workman. The Hon'ble High Court further held that when transfer is held illegal, the consequences would be reinstatement with or without wages. The principle laid down by the Hon'ble High Court is squarely applicable to the case in hand.

28. While deciding the issue No. 1 hereinabove, I have come to the conclusion and held that the transfer of the workman from Goa to Cochin office of the Employer is not only tainted with malafide but also illegal and unjustified. Therefore once it has been held that the transfer is illegal, non-compliance of the illegal transfer order cannot be construed as abandonment of job by the Workman. Hence it is held that the Employer failed to prove that the workman has abandoned her services. The issue No. 4 is therefore answered in the negative.

29. *Issue No. 5:* I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the union. Ld. Advocate Shri M. Amonkar appearing for the Employer chose to file synopsis of written arguments on behalf of the Employer.

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Employer. I have also carefully considered the various oral submissions advanced by Ld. Rep. Shri P. Gaonkar appearing for the Workman as well as synopsis of written arguments filed by Ld. Adv. Shri M. Amonkar appearing for the Employer.

It is settled proposition of law that even if the Court held that the order of transfer issued to the workman is illegal and unjustified, the Workman is

not entitled to relief of reinstatement along with continuity in service and full back wages automatically, but it depends upon several other factors.

30. In the case in hand, the Workman pleaded that after her illegal transfer from service by the Employer, she is unemployed and could not succeed in finding employment. The Workman has however stated on oath that she is unemployed without disclosing the specific period of her unemployment. The evidence on record indicates that the Workman was continuously in the employment of the Employer Company on and from 1st April, 1996 till the date of her illegal transfer to Cochin in the month of January, 2009. The evidence on record indicates that the past service record of the Workman is clean and unblemished. In the circumstances, the Workman is entitled to reinstatement in service alongwith 50% of back wages, continuity in service and all consequential benefits.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Management of M/s Selvel Publicity and Consultants Pvt. Ltd., Patto Plaza, Panaji-Goa in transferring Ms. Sufala Naik, Clerk, from Goa to Cochin vide its order dated 05-01-2009 is malafide, illegal and unjustified.
2. The workman Ms. Sufala Naik, is ordered to be reinstated in the services of M/s Selvel Publicity and Consultants Pvt. Ltd., Patto Plaza, Panaji-Goa alongwith 50% of back wages, continuity in service and all consequential benefits.
3. Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar)
Presiding Officer
Industrial Tribunal-cum-
-Labour Court-I

Notification

No. 28/1/2013-Lab/738

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 18-10-2013 in reference No. IT/20/10 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 4th November, 2013.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before **Ms. Bimba K. Thaly**, Presiding
Officer)

Ref. No. IT/20/10

Shri Sanjay Paryekar,
Since deceased rep. by
Legal heir Smt. Shalini V. Paryekar
Rep. by Gomantak Mazdoor Sangh
G-5, Macedo Apartments,
Tisk, Ponda, Goa.Workman/Party I.

v/s

Goa Tourism Development Corporation
Limited, Patto,
Panaji, Goa. ... Employer/Party II.

Workman/Party I represented by Shri P. Gaonkar.
Employer/Party II represented by Adv. Shri P. J.
Kamat.

AWARD

(Passed on 18th day of October, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 23-4-10 bearing number 28/6/2010-LAB has referred the following dispute for adjudication by this Tribunal:

“(1) Whether the action of M/s Goa Tourism Development Corporation Ltd., Panaji, Goa, in dismissing the services of Shri Sanjay Paryekar, Driver, with effect from 24-08-2007, is legal and justified?

(2) If not, what relief the workman is entitled to ?”

2. On receipt of the dispute, a case was registered under No. IT/20/10 and registered A.D. notices were issued to the parties. Upon receipt of the notice, Party I filed the claim statement at Exb. 4, Party II filed the written statement at Exb. 5 and thereafter Party I filed the rejoinder at Exb. 6.

3. In the claim statement, it is in short the case of Party I that he was appointed as Motor Vehicle Driver in the Corporation on temporary basis by order dated 14-6-00 and was kept on probation for a period of 2 years. That on 16-9-06 a report was made by Manager of Party II that Party I was found drunk while performing his duty. That by order dated 18-9-06 the probation of Party I was extended from 14-6-02 to 13-6-07. By another order of the same date Party I was informed that it was decided to hold an enquiry against him and by the same order he was suspended as per the Central Civil Services (Classification, Control and Appeal) Rules, 1965. It was also mentioned in this order that Party I could not leave the headquarters of the Corporation without obtaining previous permission of the Managing Director of the Party II. By memorandum dated 26-2-07 Party I was informed about Party II proposing to hold an enquiry against him under rule 14 of the Central Civil Services (Classification, Control and Appeal) Rules. Party I replied the memo by reply dated 27-2-07 admitting all the charges levied against him and prayed for a pardon and to reinstate him in the job. It is stated that this reply was written on the advice of officers of Party II. It is stated that thereafter by his letter dated 27-8-07 Party I explained the position to Party II. It is stated that by order dated 24-8-07, the services of Party I were terminated with immediate effect. It is the case of Party I that this order is back dated and is issued only after he wrote explanation letter dated 27-8-07. Thus, Party I has prayed to hold his termination as illegal, malafide, arbitrary, bad in law and violative of principles of natural justice and to reinstate him with full back wages and continuity in service.

4. In defence Party II has stated that this Tribunal has no jurisdiction to adjudicate the matter since their employees are governed under the Central Civil Service (CCA) Rules, 1965 and CCS (TS) Rules, 1965, it is stated that the industry in which Party II is involved is a hospitality industry and the conduct of its employees should not be detrimental to the interest of the Corporation as well as the public, tourists who avail the services of Party II. It is stated that any misconduct, minor or major on the part of their employees affects the business of Party II. It is stated that Party I was appointed as Driver on purely temporary basis with a condition that his services could be terminated without assigning any reasons. It is stated that since Party II was a temporary employee and was governed by CCS (Temporary Services) Rules, 1965 and his services could be

terminated under sub-rule (1) of rule (5) of the CCS (TS) Rules, 1965 without giving any reasons. It is stated that during the tenure of the services of Party I, his behaviour towards others was rude and arrogant. It is stated that on 16-9-06 Party I reported to be under the influence of alcohol while on duty and the Dy. Manager and the Manager were instructed to take Party I to the hospital for check up but Party I ran over the barbed wire compound of Britona Riverside Resort. It is stated that the behaviour of Party I, a driver engaged for driving tourist buses of Party II was not in the interest of Party II and as such it was felt that continuation of such a driver was not in the interest of the Corporation and therefore his services were discontinued. It is stated that services of Party I have been terminated on his admission of guilt made in reply dated 27-2-07. It is stated that consuming of alcohol on duty and misbehaving with his superiors is a serious misconduct and the punishment of discharge is the proper punishment. Thus, amongst above and other grounds Party II has stated that the termination of Party I from services was legal, just and proper and further prayed to reject the reference.

5. In the rejoinder Party I has denied the contentions raised by Party II in the written statement and has asserted his case set up in the claim statement.

6. On the basis of above averments of the respective parties, following issues were framed.

1. Whether the dismissal of workman is by way of victimization?

2. Whether Party I proves that the action of Party II in dismissing workman from service w.e.f. 24-8-2007 is illegal and unjustified?

3. Whether Party I is entitled to any relief?

4. What Award?

Additional issue

5. Whether the Party II proves that this Tribunal has no jurisdiction to adjudicate in the matter, since their employees are governed under the Central Civil Service (CCA) Rules, 1965 and CCS (TS) Rules, 1965?

7. In the course of evidence Party I Shri Sanjay Paryekar examined himself as witness No. 1 and closed his case. Party II examined Mr. Bernadette D'Souza as their witness and closed their case.

8. In the course of further proceedings and when the matter was at the stage of hearing of final arguments Ld. Representative Shri P. Gaonkar submitted that Party I had expired and

subsequently brought on record his legal representative. It was also submitted by both the parties that the matter was likely to be settled and during further proceedings both filed the terms of settlement at Exb. 36 reading as under:

1. It is hereby agreed between the parties that the legal heir Smt. Shalini Paryekar of the deceased Mr. Sanjay Paryekar shall be paid the legal dues namely:

| | |
|---------------------|--------------|
| a) Gratuity | Rs. 35,013/- |
| b) Leave encashment | Rs. 39,058/- |
| Total | Rs. 74,071/- |

2. It is agreed between the parties that out of the amount payable as above, an amount of Rs.13,104/- shall be deducted towards Society loan outstanding for payment to the Society.

3. It is agreed between the parties that the legal heir shall have no claim of whatsoever against the Corporation i.e. Party II on payment of above dues.

4. It is agreed between the parties that the amounts payable as above shall be paid within 7 days of the passing of the Award by this Hon'ble Tribunal in above reference.

9. The above terms of settlement are signed by Smt. Shalini Paryekar and her representative Shri P. Gaonkar as well as by the General Manager of the Party II namely Mrs. Bernadeta D'Souza and Adv. Shri P. J. Kamat for Party II.

10. I have gone through the terms of the settlement at Exb. 36 entered into between the parties towards amicable settlement of the dispute. I accept the said terms and pass the following:

ORDER

1. The reference stands disposed off by consent award in view of the consent terms filed by the parties at Exb. 36.

2. No order as to costs.

Inform the Government accordingly.

Sd/-

(Bimba K. Thaly)
Presiding Officer
Industrial Tribunal-cum-Labour
Court-I

Department of Power Office of Chief Electrical Engineer

Order

No. CEE/Estt/31-25-88/GPSC/Part/5966

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/16(1)/2013/451 dated 17-02-2014, Government is pleased to declare the following Officers as having completed satisfactorily their probation period of two years as shown in the table against their names and also to confirm them in the said post of Assistant Engineer (Civil) in this Department with immediate effect.

| Sr. No. | Name of the Officer | Date of joining in regular service as Assistant Engineer (Civil) | Date of completion of probation period |
|---------|-----------------------|--|--|
| 1. | Shri Uday L. Salunke | 09-07-1992 | 08-07-1994 |
| 2. | Shri Dayanand N. Naik | 29-06-1998 | 28-06-2000 |

By order and in the name of the Governor of Goa.

Lekshmanan S. Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 28th February, 2014.

Notification

No. CEE/Estt-3-1-14/5967

Sub.: Setting up of a Committee under the Chairmanship of Chief Secretary to provide an institutional mechanism for addressing various State Level issues in respect of both Central as well as State Sector Power Projects—regarding.

In pursuance of the observations contained in D.O. letter No. 2/15/2013-P&P dated 18-12-2013 from the Secretary, G.O.I., Ministry of Power (P&P Section), New Delhi, the Government of Goa is pleased to constitute a High Level Committee for providing institutional mechanism for timely and considered resolutions of various State Level issues in respect of Central as well as State Sector Power Projects. The Committee shall have the following composition:

| | | |
|----------------------|---|--------------------|
| 1) Chief Secretary | — | Chairperson. |
| 2) Secretary (Power) | — | Member (Convenor). |

| | | |
|--|---|------------|
| 3) Secretary (Environment and Forests) | — | Member. |
| 4) Secretary (Revenue) | — | Member. |
| 5) Secretary (Home) | — | Member. |
| 6) Secretary (PWD) | — | Member. |
| 7) Secretary (WRD) | — | Member. |
| 8) Secretary (Irrigation) | — | Member. |
| 9) Principal Chief Conservator of Forests | — | Member. |
| 10) Member Secretary State Pollution Control Board | — | Member. |
| 11) Chief Electrical Engineer (HOD) | — | Co-Member. |

By order and in the name of the Governor of Goa.

Lekshmanan S. Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 28th February, 2014.

Department of Public Health

Order

No. 46/1/2006-I/PHD

Government is pleased to transfer the following Junior Gynaecologist from North Goa District Hospital, Mapusa to Community Health Centre, Pernem; on rotation basis for a period of three months indicated against their names:-

| Sl. No. | Name of Jr. Gynaecologist | Period of Transfer |
|-------------------------------|---------------------------|--------------------------|
| 1 | 2 | 3 |
| 1. Dr. Roohie Eknath Naik | | 24-03-2014 to 23-06-2014 |
| 2. Dr. Praveena Shailesh Hede | | 24-06-2014 to 23-09-2014 |
| 3. Dr. Madhumita Tripathy | | 24-09-2014 to 23-12-2014 |
| 4. Dr. Siddhi Narvekar | | 24-12-2014 to 23-03-2015 |

In addition to above, Government also pleased to transfer the following Junior Paediatrician from North Goa District Hospital, Mapusa to CHC, Pernem on rotation basis for a period of three months indicated against their names.

| Sl. No. | Name of Jr. Paediatrician | Period of Transfer |
|----------------------------|---------------------------|--------------------------|
| 1 | 2 | 3 |
| 1. Dr. Vibha Ajit Parsekar | | 01-04-2014 to 30-06-2014 |
| 2. Dr. Chetna K. Altekar | | 01-07-2014 to 30-09-2014 |

| 1 | 2 | 3 |
|--------------------------------|---|--------------------------|
| 3. Dr. Swecha S. Karande Kamat | | 01-10-2014 to 31-12-2014 |
| 4. Dr. Prity Sandip Shetye | | 01-01-2015 to 31-03-2014 |

In case, the Junior Gynaecologists and Jr. Paediatricians proceed on leave during their rotation, they shall have to work in the respective place of posting after resuming the duty. All the Junior Gynaecologist and Jr. Paediatrician shall have to complete the specified tenure at the place of posting.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 10th April, 2014.

Order

No. 45/26/2009-I/PHD

Government is pleased to accept the resignation tendered by Dr. Rochelle Caeiro from the post of Junior Paediatrician (contract basis) at Community Health Centre, Valpoi under the Directorate of Health Services w.e.f. 12-03-2014 (f. n.)

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 15th April, 2014.

Order

No. 2/24/98-II/PHD

The notice of voluntary retirement tendered by Dr. Valentine Gerald Almeida, Associate Professor, Department of Radiotherapy, Goa Medical College vide his letter dated 21-10-2013 is hereby accepted by the Government with effect from 21-01-2014 (b.n.) in terms of Rule 48-A of Central Civil Service (Pension) Rules, 1972, subject to settlement of following outstanding dues against him:-

Motor Car Advance (Principal) ₹ 1,49,950/- (Presuming rec @ ₹ 3,334/- effected through salary upto 11-2013) plus interest.

Dr. Valentine Gerald Almeida, Associate Professor, Department of Radiotherapy, Goa Medical College stands relieved from Government service with effect from 21-01-2014 (b.n.).

This issues in supersession to the earlier Government Order No. 2/24/98-II/PHD dated 24-12-2013.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 24th March, 2014.

Order

No. 44/11/2006-I/PHD

Government is pleased to accept the Technical resignation tendered by Dr. Manuelinha Faleiro, Medical Officer, Primary Health Centre, Aldona under Directorate of Health Services, Panaji w.e.f. 01-04-2014 and she stands relieved from the post of Medical Officer under Directorate of Health Services, Panaji w.e.f. 01-04-2014 (forenoon).

This issue with the permission of Office of the Chief Electoral Officer, Altinho, Panaji-Goa vide their letter No. 5-17-2014/ELEC/(Part II) 166/2638 dated 25-03-2014.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 26th March, 2014.

Certificate

No. 4/19/2002-II/PHD/Part 1

Read: Government Order No. 4/19/2002-II/PHD/Part 1 dated 03-02-2014.

Certified that the character and antecedents of Dr. Deependra Suresh Kamble, Lecturer in the Department of Anaesthesiology in Goa Medical College and Hospital, Bambolim appointed vide above referred order has been verified by the Addl. District Magistrate, North Goa District, Panaji and nothing adverse has come to the notice of the Government.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 6th March, 2014.

◆◆◆
Department of Revenue

—
Notification

No. 23/21/2012-RD

Whereas, by Government Notification No. 23/21/2012-RD dated 24-01-2013 published at

Series II, No. 45 of the Official Gazette dated 07-02-2013 and in two local newspapers namely "Herald" and "Goa Doot" both dated 31-01-2013 it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose, viz. Land Acquisition for Conservation Reserve at Galgibag, Poinguinim for Turtle Nesting.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering and deciding on the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Salaulim Irrigation Project, Goal, Margao-Goa, to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land.

A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, Salaulim Irrigation Project, Goal, Margao-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

| <i>Taluka:</i> Canacona | | <i>Village:</i> Poinguinim |
|------------------------------|--|--------------------------------|
| Survey No./ /Sub-Div. No. | Names of the persons believed to be interested | Approx. area in sq. mts. |
| 1 | 2 | 3 |
| 173/1 part | 1. Savior Sadashiv Rajendra. Bhasavlinga Vadiyar Raja. 2. Padmavati Raja. 3. Nazarelina D'Costa. 4. Domnic D'Costa. 5. Isidore D'Costa. 6. Lawrence D'Costa. 7. Sadanand Yesso Bhandari. 8. Luiz Antonio Cardozo. 9. Juana Cardozo. 10. Raymond Afonso. | 46320 |

81

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (LA), South-Goa, Margao-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land.

A plan of the said land can be inspected at the office of the Deputy Collector (LA), South-Goa, Margao-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

| Taluka: Salcete | | Village: Gonsua | |
|-----------------------------|--|--------------------------------|--|
| Survey No./ Sub-Div. No. | Names of the persons believed to be interested in land | Approx. area in sq. mts. | |
| 1 | 2 | 3 | |
| 15/15 Part O: | 1. Francisco Pereira. | 86 | |
| | 2. Jovita Milagrina Pereira. | | |
| 18/9 Part O: | 1. Nasario Santana Do Rosario Pereira. | 247 | |
| | 2. Lodovina Correia e Pereira. | | |
| Taluka: Salcete | | Village: Betalbatim | |
| 89/5 Part O: | Ezaltasao D'Souza. | 8 | |
| 115/4 Part O: | Thomas R. Cana | 188 | |
| 143/8 Part O: | Ermelao Pereira Carvalho. | 173 | |
| 143/12 Part O: | Diogo Jose Carvalho. | 117 | |
| 166/2 Part O: | Eusebio Goes. | 108 | |
| 148/11 Part O: | 1. Fabio Costa. | 63 | |
| | 2. Jose Francisco Alberto Rogtao. | | |
| | 3. Francisco Agnelo Santan Rogtao. | | |

| 1 | 2 | 3 |
|---------------|--|-----|
| 121/1 Part O: | Antonio Filomena Antao. | 50 |
| 121/4 Part O: | 1. Jose Pedro Lourdes Rodrigues. 2. Alvis Rodrigues. 3. Rosa Amelia Costa Rodrigues. | 59 |
| 121/5 Part O: | Hilario Noronha. | 68 |
| 121/6 Part O: | 1. Jose Pedro Lourdes Rodrigues. 2. Alvis Rodrigues. 3. Rosa Amelia Costa Rodrigues. | 48 |
| 121/7 Part O: | 1. Antonio Nonoto. 2. Cupertino Noronha. | 15 |
| 121/2 Part O: | Palmira Cota. | 313 |

Boundaries :

Village : Gonsua

North : S. No. 15/14, 6, 18/9.

South : S. No. 18/12, Village Majorda.

East : S. No. 15/15, 18/09.

West : S. No. 15/14, 18/11.

Village: Betalbatim

North : S. No. 143/1, 10-A, 115/1,
road, 148/7, 166/1.South : S. No. 143/22, 8, 115/8,
113/1, 89/6, 167/1.East : S. No. 143/8, 115/4, 121/2,
166/2, 89/5.West : S. No. 140/10A, 143/12,
114/28, Road, 121/1, 4 to 7,
148/11, 7, 89/7.

Grand Total: 1543

By order and in the name of the Governor
of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 21st April, 2014.

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 16.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA-31/320-4/2014.